



## ARTICLE 13 – AMENDMENTS

### SECTION 13.2 AMENDMENT TO SECTION 5.1 – OVERTIME COMPENSATION

## ARTICLE 5 – OVERTIME PROVISIONS

### SECTION 5.1 OVERTIME COMPENSATION

- A) Employees covered by this Agreement shall be compensated by pay at the rate of 1½ times the employee's regular hourly rate, based on a 40 hour work week schedule, for hours worked in excess of a regularly scheduled watch, or on a regularly scheduled day off. If an employee assigned to Patrol is scheduled to attend training on a scheduled day off, he/she will not receive overtime but will have the option to attend the training on a scheduled day off and be compensated with compensatory time at one and one half times the rate of pay. In house training instructors will have the option of receiving overtime or compensatory time, when instructing on a day off, with the instructor's Division Commander approval. However, the parties agree that notwithstanding that the provision of overtime exceeds the law, the City has adopted the FLSA's Section 7(k) work period of 28 days. The adoption of Section 7(k) does not change the City's agreement to pay overtime in excess of the FLSA.
- B) Compensatory Time Off
- 1) Employees who earn overtime can select to receive compensatory time off (CTO) at the rate of 1.5 hours for each hour of overtime worked up to a maximum of 60 hours of accrued CTO. Once an employee has 60 hours accrued CTO, he/she may not earn additional CTO until some of his/her accrual is used. Only one CTO request will be granted per shift. A second additional shift will be granted only if the officer finds a replacement.
  - 2) An employee wishing to use any accrued CTO (either a full or partial shift) must provide the Department with reasonable notice. An employee must provide notice no later than 48 hours and no earlier than two weeks prior to the effected deployment period. A maximum of 3 CTO days may be requested during a particular week. If such notice is provided, the CTO will be granted unless to do so would be unduly disruptive to the department. If less than 48 hours notice is given, the employee's supervisor may still grant the request, but such decision will be at the supervisor's discretion and not subject to challenge. Up to 60 hours of CTO may be used adjacent to or during a pre-scheduled vacation. In addition, CTO may not be requested for the period of December 20 through January 5 or during special deployments such as the Armed Forces Day Parade and 4<sup>th</sup> of July deployment, prescheduled Department training day or during an unusual situation such as civil disorder.
  - 3) Team Staffing Level: Whenever an employee requests to use CTO, if the use will cause the particular shift to go below its Team Staffing Level, the employee requesting the CTO must find a replacement.
  - 4) CTO Cash Down: Employees may cash in up to 100% of their accrued compensatory time off quarterly on a form provided by the City. By notifying the Finance Department on or before the 5<sup>th</sup> of February, May, August, and/or November of each year. Payment shall be made no later than the last pay period of the months named.
  - 5) The parties have agreed to the Team Policing schedule and shift selection process which is attached as Exhibit 4.

## SECTION 13.3 AMENDMENT TO EXHIBIT 4 – TEAM POLICING

### EXHIBIT 4 – TEAM POLICING

#### Patrol Teams/Shifts<sup>1</sup>

- 4/10 start times (Monday through Thursday)<sup>2</sup>
  - 06-Watch (0600-1530) (One CSI Officer)
  - 09-Watch (0900-1830) (One CSI Officer)
  - 15-Watch (1430-0000) (One CSI Officer)
  - 18-Watch (1800-0330) (One CSI Officer)
  - 22-Watch (2200-0700)
- 3/12 start times (Friday through Sunday)<sup>2</sup>
  - 06-Watch (0600-1830) (One CSI Officer)
  - 15-Watch (1500-0330) (One CSI Officer)
  - 19-Watch (1900-0700)

#### Patrol Training

Employees assigned to Patrol:

1. In House training days, on a scheduled fixed day off, will be scheduled as a training day (work day).
2. The employee would have the option to either choose their alternate day/s off for the deployment period, or work their normally scheduled shift/s and attend the training day/s on a day off. The employee must notify the Patrol Administrative lieutenant of their choice within one week after the publishing the Department training notice for the effected deployment period.
3. If the employee chooses to attend the training on a day off, the employee would be compensated in CTO for the actual time worked in hours. The accrual would at 1½ times the hourly rate.
4. If the employee fails to attend training on a day off, absent a legitimate reason, they would be subjected to discipline just as if the training conducted on a regular work day. Employees, who habitually fail to attend critical In-House training, may be subject to work restrictions until they have received the training.
5. In House Instructors would have the additional option of receiving overtime for training on a day off subject to Department approval.
6. Non-In house training (3/12 Shift): the employee would attend the training as a work day. The employees work hours would be credited on an “hour for hour” basis. The employee would be responsible to make up any regular work hours (36 - 37½ hours) not covered by the training hours.

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<sup>1</sup> Either party may request to reopen this agreement to review Exhibit 4. The deadline to review is January 30, 2011.

<sup>2</sup> Schedule prior to the conversion of the positions.

